




State of California
Commission on Peace Officer Standards and Training (POST)
1601 Alhambra Blvd.
Sacramento, CA 95816-7083
916.227.3909 / 916.227.4011 fax

Program/Subscription Order Form

NOTE: Law enforcement agencies in California POST
Program complete this order form without payment.

Agency Name		Contact Person	
Agency Street Address ("Venue")			
City	State	ZIP	Country
Agency BILLING Address (if different from above)			
City	State	ZIP	Country
Phone	Fax	Other Phone	Email
Jurisdiction <input type="radio"/> Federal <input type="radio"/> State <input type="radio"/> County <input type="radio"/> City <input type="radio"/> _____		Agency Type <input type="radio"/> Law Enforcement <input type="radio"/> Academy/Trng Center <input type="radio"/> School/College <input type="radio"/> Private	
Service Areas (if more than one "Venue" listed above)			

Telecourse Details online at www.post.ca.gov/training/cptn CD-ROM Details online at www.post.ca.gov/training/mtp/purchase.asp	Program Title/Year	Qty.	\$99	\$
	Program Title/Year	Qty.	\$99	\$
	Program Title/Year	Qty.	\$99	\$
	Program Title/Year	Qty.	\$99	\$
	Program Title/Year	Qty.	\$99	\$
	<input type="radio"/> Annual DVD Subscription ² Subscription Service Dates: Begin (Mo./Yr.) End (Mo./Yr.)		\$698	\$

 Details online at www.post.ca.gov/training/cptn	Episode Date (Mo./Yr.)	Qty.	\$39 ³ \$99	\$
	Episode Date (Mo./Yr.)	Qty.	\$39 ³ \$99	\$
	Episode Date (Mo./Yr.)	Qty.	\$39 ³ \$99	\$
	Episode Date (Mo./Yr.)	Qty.	\$39 ³ \$99	\$
	Episode Date (Mo./Yr.)	Qty.	\$39 ³ \$99	\$
	<input type="radio"/> Annual DVD Subscription ⁴ Subscription Service Dates: Begin (Mo./Yr.) End (Mo./Yr.)		\$298	\$

Payment <input type="radio"/> Check/Money Order Enclosed <input type="radio"/> Purchase Order Enclosed	Check, Money Order, or Purchase Order payable to "Commission on POST"	TOTAL ▶	\$
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Prices shown include tax (where applicable), shipping, and handling charges. ¹ Telecourse programs dated July 2003 and beyond available on DVD format only. ² Minimum of 12 Telecourse DVD programs with annual subscription. ³ Pre-2003 VHS copies \$39; Case Law Today programs dated January 2003 and beyond are on DVD only, containing 3 months (18 segments) per quarterly DVD at \$99. ⁴ Annual subscription for Case Law Today series available on DVD only; annual is 12 months (72 segments) for total of 4 quarterly issued DVDs. Law enforcement agencies in the California POST Program may obtain CPTN programs free of charge.

The undersigned agrees to subscribe to/purchase/acquire the program(s) shown above from the CPTN service offered by California POST under the terms and conditions outlined on both sides of this form.			
▶	_____ / _____	_____ / _____	
Authorized Agency Representative - Sign	Date	Print Name	Title

POST/CPTN Use Only			
▶	_____ / _____	_____ / _____	
Authorized POST Representative - Sign	Date	Print Name	Title



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ADDITIONAL TERMS AND CONDITIONS

- 1. Services.** Agency agrees to subscribe to/make a program purchase from the CPTN¹ via the VHS video, DVD video, or CD-ROM-delivered programming service ("CPTN Subscription"), a "Service" offered by POST² as indicated on the opposite page. California law enforcement agencies in the California POST Program may obtain programs free of charge. Individual programs are distributed via First Class mail, US Postal Service; monthly subscription DVD programs are distributed via US Postal Service Bulk Rate.
- 2. Rights to Use the Service.** California POST/CPTN hereby grants to the Agency subscribing to/purchasing/acquiring the programs from the Service ("Subscriber") the nonexclusive right to utilize the programs provided by the Service for training purposes in accordance with the rates and terms specified herein.
- 3. Subscription Term.** (If applicable) The term of this Agreement will begin upon execution by both parties and for the Subscription Service Dates indicated ("Initial Term"). At the end of the Initial Term and any Additional Term, this Agreement shall automatically expire, unless 60 days prior to such date, Agency notifies CPTN/POST of its intent to renew this Agreement.
- 4. Service Fees.** (Applicable to non-California POST agencies only) Subscriber shall pay POST a fee as indicated on the opposite page for the Services ("Service Fee"). All payments must be received by POST before the Service is performed. Annual subscribers must submit payment to POST on or before the thirtieth (30th) day of month preceding the Service begin date. All payments shall be made payable to the *Commission on POST* at the following address: California Commission on POST, 1601 Alhambra Blvd., Sacramento, CA 95816-7083. Agency-issued checks, money orders, and purchase orders accepted.
- 5. Equipment.** Subscriber will acquire the appropriate technology for using the Service including: (a) a VHS videocassette player; (b) DVD player; (c) television set, (d) or for CD-ROM, a multimedia-capable personal computer system, and (e) the cables, connections, and any other hardware or software necessary and/or recommended for the proper operation of all components ("the System") in order to use the CPTN programs. Subscriber is solely responsible for the acquisition, operation and maintenance of the System.
- 6. Covenants of Agency.** Subscriber agrees that the Services will be displayed for, or available for viewing by, only Subscriber personnel and in the case of teaching institutions, the registered students of the Subscriber. Subscriber shall not record or in any way distribute, or cause to record or distribute, or allow employees, agents, vendors, students or others, to record or distribute, the Service, and/or the programs and elements thereof, for use at any Venue other than his or her own Venue, and/or within their Service Area.
- 7. Copyright and Trademark Rights.** All licenses, rights, and interests in, to and with respect to the Service, and/or the programs and elements thereof, not specifically granted herein to Subscriber including, without limitation, all rights of copyright and trademark, shall be reserved to California POST and other independent program producing entities whose programs are included in the Service, and whose rights are reserved.
- 8. Indemnity.** Subscriber shall indemnify and hold harmless California POST and the State of California against and from all liabilities, claims, loss, costs, damages and expenses arising out of, or related to, Subscriber's use of the Service, and/or the programs and elements thereof, use of the licensed mark (CPTN), and/or use of any and all policies, practices, and/or procedures demonstrated, described, or recommended. Without limiting the foregoing, POST shall not be liable for any delays, preemptions or other failure to perform, including but not limited to program failure, for reasons beyond the control of POST or its subcontractors.
- 9. Power to Enter into Agreement.** Subscriber represents and warrants to POST that it has the power and authority to enter into these Terms and Conditions.
- 10. Amendments.** This Agreement may be amended in writing and such amendments will be in effect only after being signed by both parties.
- 11. Entirety of Agreement.** This Agreement with attachment constitutes the entire agreement between the parties with regard to the Program.
- 12. Choice of Law: Jurisdiction and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action based upon an Agreement, either explicit or implied, shall be brought exclusively in the appropriate court of the state of California, county of San Diego.
- 13. Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed to the parties at their addresses indicated on the face sheet hereto.

¹ "CPTN" and the Services provided under the CPTN mark are sponsored by the California Commission on Peace Officer Standards and Training ("California POST").

² "POST" is the California Commission on Peace Officer Standards and Training, an agency of the State of California.